

RESOLUTION NO. 228

RESOLUTION OF THE CITY OF AMADOR CITY
AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR ENGINEERING SERVICES FOR SEWAGE TREATMENT
PLANT IMPROVEMENTS FOR AMADOR CITY

BE IT RESOLVED by the City Council of Amador City that the Mayor be authorized to execute an Agreement for Engineering Services for Sewage Treatment Plant Improvements for Amador City, a copy of which is attached hereto and made a part hereof, and the Mayor of Amador City is authorized and directed to execute said agreement on behalf of said City, and the City Clerk of Amador City is authorized to attest the signature of the Mayor upon said agreement.

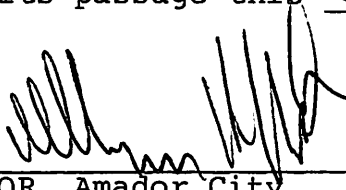
THE FOREGOING RESOLUTION was duly passed and adopted by the City Council of Amador City on the 30th day of June, 1983 at a regular meeting thereof, by the following vote:

AYES: Hart, Dalben, Robello, Bryant

NOES: None

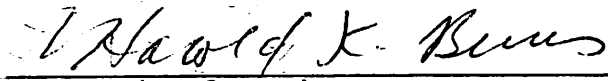
ABSENT: Daubenspeck

Signed and approved by me after its passage this 30th day of
June, 1983.



MAYOR, Amador City

Attest:



CLERK, Amador City

CITY OF AMADOR CITY
AGREEMENT FOR ENGINEERING SERVICES
FOR
SEWAGE TREATMENT PLANT IMPROVEMENTS FOR AMADOR CITY

This Agreement, made and entered into this 30th
day of June, 1983, by and between the CITY OF AMADOR CITY,
State of California, hereinafter referred to as "City" and
WEATHERBY ASSOCIATES, INC., licensed civil engineers, hereinafter
referred to as "Engineer".

W I T N E S S E T H

WHEREAS, City has initiated a project requiring
professional engineering services for preparing Plans and Specifi-
cations relative to the design and construction of sewer treatment
plant improvements. Said plans are to be submitted to the City
for its concurrence and approval. Said project is described in
the State CDBG Application for the project by Weatherby Associates,
hereinafter referred to as "Project"; and

WHEREAS, Engineer is a qualified licensed engineer
experienced in the design and preparation of reports, plans and
specifications for sewage treatment plant improvements, performing
design, construction and property surveys, estimating and
construction, and in other matters relating to said improvements
and has offered its services to the City for the purposes specified
in this agreement; and

WHEREAS, the following items were covered during negotiations:

1. The scope and extent of work.
2. Identification of personnel and facilities to completed the work.
3. Provisions of the required technical services in accordance with regulations and criteria established for the project.
4. A fair and reasonable price for the required work.

WHEREAS, the City employed the Engineer for said purposes in connection with its proposed "Project";

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. The City and the Engineer agree to perform in accordance with the provisions contained in this agreement.
- II. General Requirements
 - A. The Engineer shall furnish and perform, in a satisfactory and competent manner, the various professional services described below.
 - B. The Engineer shall furnish copies of all reports, drawings, plans and reports relevant to the work undertaken as part of this agreement to the City, the originals of which shall remain the property of the City.
 - C. The Engineer shall confer with the City, State and Federal agencies to review materials available, to determine a time schedule, make field reconnaissance and investigations as needed to prepare preliminary layouts,

sketches, outline of specifications, estimates, and reports as applicable to ensure maximum understanding and working relations between the City and the Engineer.

D. The City shall furnish the Engineer any data available.

The engineer shall confirm the accuracy of such data.

III. Professional Services

Engineer shall provide the following services:

A. Design Services

1. Field Data

The necessary field data will be gathered and plotted to form the basis for the remainder of the project.

2. Design

a. The project will be designed in accordance with the intent of the Grant Agreement between City and the State Department of Housing and Community Development ("H&CD").

b. The design will conform to all Federal, State and local standards regarding air and water pollution.

c. In the event the preliminary cost estimate, the final cost estimate, or the lowest responsive bid less deductible alternatives, exceeds the funds available, the project will be redesigned on an hourly basis using existing wage rates at the time.

3. Plans and Specifications

a. The forms which have City approval will be used for instructions to bidders, general conditions, contract, bid bond, performance bond and payment bond. All contract documents shall be subject to City approval.

b. All work will comply with the applicable provisions of regulations issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex or national origin.

c. The Engineer shall provide 4 sets of Contract Documents for checking prior to the bid procedure. When the Contract Documents are ready for bid the City will be furnished with 2 copies of the documents as bid.

The Contract Documents shall provide for the City to collect the cost of the Documents from each potential bidder when the Documents are obtained. This amount will be paid to the Engineer. Four (4) copies of the Contract Documents will be furnished to the successful bidder.

4. Bidding

a. The Engineer will attend the bid openings, prepare and submit a tabulation of bids, and make a recommendation as to contract award.

b. Where feasible deductive alternatives will be provided so that should the lowest responsive base bid exceed the funds available deductive alternatives can be taken to reduce the bid price.

c. The bidders qualifications will be reviewed and the Engineer will recommend approval or disapproval.

B. Project Management

1. Maintain liaison with the City and regulatory agencies and report to the City on general progress.
2. Submit a written report quarterly to the City covering the general progress of the job and describing any problems or factors contributing to delay.
3. Coordinate all of the engineering elements that go into making up the project.

C. Rights of Way

Prepare Rights of Way documents where required, based on the field work accomplished in III, A.1.

D. Construction Technical Service

1. Construction Management

- a. The Engineer will provide surveillance of project construction to assure compliance with plans, specifications and all other Contract Documents.
- b. Provide one set of construction stakes along the centerline of all lines and at all appurtenances along the line. Adequate control for the contractor's use will be provided at points selected by the Engineer.
- c. Review and approve Contractor's submission of samples and shop drawings, where applicable.
- d. Supervise any required subsurface explorations such as borings, soil tests, and similar work required by the project.

- e. Prepare and submit proposed contract change orders where applicable, in compliance with contract documents.
- f. Review monthly progress payment requests and submit payment recommendations to the City.
- g. Certify partial payments to Contractor.
- h. Assure that ten percent (10%) retainage is withheld from all payments on construction contracts until final acceptance by the City and, if necessary, approval by H&CD.
- i. Make a final inspection of the project jointly with representatives of the City, Federal and State agencies having jurisdiction and submit a written report recommending final settlement of the contract.
- j. Prepare final drawings and specifications which conform to construction records and furnish the City with a reproducible set of drawings and specifications.

2. On-Site Inspection Services

- a. The Engineer shall furnish a Resident Engineering Inspector and necessary assistants for the construction to act as an agent of the City in relations with the Contractor; to provide on-the-job, day-to-day inspection of the work; to prepare monthly progress reports on the work; to assist in determining the amounts of payments due the contractor as set forth in the construction contract; and to keep all records,

maps, and plans necessary for the preparation of final drawings which conform to construction records.

b. The Engineer will be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector.

IV. Personnel and Facilities

The Engineer shall maintain sufficient personnel and facilities to accomplish the tasks under "Professional Services" in time specified under "Time of Performance".

V. Compensation

The Engineer shall receive compensation for previously described engineering service of Twenty-Five Thousand Dollars (\$25,000.00).

VI. Method of Payment

Estimates shall be made monthly of the amount and value of the work and services performed by the Engineer under this contract. Payment of this estimated amount shall be made within 30 days of receipt by the City.

VII. Time of Performance

Preparation of Design Items III A through C will require 35 calendar days from authorization to proceed. Construction related activities will continue from the Notice to Proceed through the project acceptance by the City and appropriate funding agencies. A detailed time schedule is provided at the end of the contract.

VIII. Termination

This agreement may be terminated by either party upon 15 days written notice thereof, in which case Engineer shall be paid for all services rendered to the date of Notice of Termination on the basis of time and material charges. Payment under this paragraph shall be made within 30 days after the termination date.

IX. Miscellaneous

1. Unconditional Certificate

The Engineer will obtain a "Unconditional Certificate" from the Environmental Protection Agency (EPA), if required.

2. Access to Records

The City, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any documents of the contractor which are directly pertinent to a specific grant program for the purpose of making an audit, examination, excerpts, and transcriptions.

3. Plan of Finance

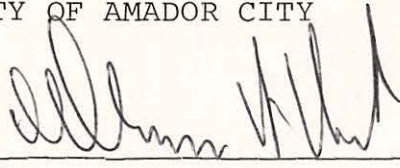
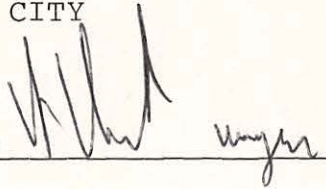
The Engineer will prepare an estimate of payment requirements during construction to assist the City in developing a plan and schedule for financing the project.

X. Scope of Agreement

This writing constitutes the entire Agreement between City and the Engineer. No conditions or representations to the terms hereof shall be valid unless evidenced in writing by either party to this Agreement and accepted in writing by the other.

IN WITNESS WHEREOF, City has caused it's name to be
affixed hereto by William Hart, attested to by Harold K.
Buus, and Engineer has hereunto set his hand this 30th
day of June, 1983.

CITY OF AMADOR CITY

By:  

ATTEST:

Harold K. Buus

WEATHERBY ASSOCIATES, INC.

By: 